CONTRACT



WNYW 205 E. 67th Street New York, NY 10065-6050 (212) 452-5555

And:

Mentzer Media Service Attention: Anne Braunscheidel 600 Fairmount Avenue Suite 306 Towson, MD 21286

	Contract / Revision			Alt Order #		
	4071709	/ 7		LINDA MC	MAHON	
Product						•
LINDA MCMAHON/SENAT	Έ					
Contract Dates	Estimate #					•
10/30/12 - 11/06/12	1344					
Advertiser			Ori	iginal Date	/ Revision	•
McMahon / Senate / CT-R		C	9/12/12	/ 11/08/12		
	Dilling Cyala	D:II:n a	\sim	andar	Cook/Trodo	•

Billing Cycle	Billing Cale	endar	Cash/Trade
EOM/EOC	Broadcast		Cash
Station	Account Ex	xecutive _	Sales Office
WNYW	Anthony C	astaneda	FSS Philadelphi
Special Handl	ing		
Demographic			
Adults 35+			
			Total Ratings
			18.60
IDB#	Advertiser	Code	Product Code
TV12736			
Agency Ref		Advertiser	Ref

	Spots/		
*Line Ch Start Date End Date Description	Start/End Time Days Length Week Rate Rtn TypeS	pots	Amount
1 WNYW10/30/12 11/02/12 Good Day 7a	7a-9a :30 NM	8	\$10,800.00
Candidate Discount	D. D. C.		
Week: Start Date	Rate Rating 0.00		
2 WNYW10/30/12 11/02/12 Good Day 9a	9-10a :30 NM	4	\$1,900.00
Immediately Preemptible			
Week: 10/29/12 End Date Weekdays Spots/Week	Rate Rating 0.00		
3 WNYW10/30/12 11/02/12 Fox News 5p	5p-6p :30 NM	8	\$7,200.00
Candidate Discount			, ,
Start Date End Date Weekdays Spots/Week	Rate Rating		
Week: 10/29/12 11/04/12 - TWTF 8	\$900.00 0.00	_	# F 000 00
4 WNYW10/30/12 11/04/12 FOX 5 News Candidate Discount	Tu-Sun 6-630p :30 NM	5	\$5,000.00
Start Date End Date Weekdays Spots/Week	Rate Rating		
Week: 10/29/12 11/04/12 - TWTFSS 6	\$1,000.00 0.00		
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 WNYW 10/29/12-11/04/12 FOX 5 News	Start/End Time Weekdays Length Rate Rtg Type Tu-Sun 6-630p - TuWThFSaSt :30 \$1,000.00 NM		
See MG 4.7,4.8	Tu-Sun 6-630p - TuWThFSaSt :30 \$1,000.00 0.00 NM		
3 WNYW 10/29/12-11/04/12 FOX 5 News	<i>Tu-Sun 6-630p</i> - TuWThFSaSเ :30 \$1,000.00 0.00 <i>NM</i>		
See MG 4.7,4.8			
7 WNYW 11/05/12-11/05/12 Fox News 5p ℍ Credited	5p-6p M :30 \$1,000.00 0.00 NM		
8 WNYW 11/05/12-11/05/12 Fox News 5p	5p-6p M :30 \$1,000.00 0.00 NM		
→ MG for 4.3,4.1			
6 WNYW10/30/12 11/04/12 Late News	Tu-Sun 10p-11p :30 NM	6	\$21,000.00
Candidate Discount Start Date End Date Weekdays Spots/Week	Poto Poting		
Start Date Week:End Date 10/29/12Weekdays 11/04/12Weekdays - TWTFSSSpots/Week 6	Rate \$3,500.00 0.00		
7 WNYW11/02/12 11/02/12 Fringe	9p-10p :30 NM	1	\$8,000.00
Candidate Discount	Data Dation		
Start Date Week:End Date 10/29/12Weekdays 11/04/12Spots/Week F	Rate Rating 0.00		
8 WNYW11/03/12 11/03/12 College Football	Sat 730-11p :30 NM	2	\$2,400.00
Immediately Preemptible	ı		



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	Contract / Revision	Alt Order #
	4071709 / 7	LINDA MCMAHON
Contract Dates	Product	Estimate #
0/30/12 - 11/06/12	LINDA MCMAHON/SE	N 1344

Advertiser Original Date / Revision / 11/08/12 09/12/12 McMahon / Senate / CT-R

Spots/			
Week	Rate	Rtn	Type Spots

	Spots/	
*Line Ch Start Date End Date Description	Start/End Time Days Length Week Rate Rtn Type Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 S- 2	Rate Rating 0.00	
9 WNYW11/04/12 11/04/12 Fox News Sunday	Su 10a-11a :30 NM 1	\$3,000.00
Immediately Preemptible Start Date Week: 10/29/12 End Date 11/04/12 Weekdays Spots/Week	Rate Rating 0.00	
10 WNYW11/04/12 11/04/12 NFL RS Pre Game Show	12-1p :30 NM 1	\$4,000.00
Candidate Discount Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 S 1	Rate Rating 0.00	. ,
11 WNYW11/04/12 11/04/12 NFL Carolina/Washington	1-430p :30 NM 2	\$65,000.00
Candidate Discount Start Date Week: 10/29/12 End Date 11/04/12 Weekdays 2 Spots/Week	Rate \$32,500.00 Rating 0.00	
12 WNYW11/05/12 11/06/12 Good Day 7a	7a-8a :30 NM 2	\$2,700.00
Candidate Discount Start Date Week: 11/05/12	Rate Rating 0.00	
13 WNYW11/05/12 11/06/12 Good Day 9a	9-10a :30 NM 1	\$475.00
Immediately Preemptible Start Date Week: 11/05/12 End Date 11/11/12 Weekdays 11/05/12 11/11/12	Rate Rating 0.00	
14 WNYW11/05/12 11/06/12 Fox News 5p	5p-6p :30 NM 1	\$900.00
Candidate Discount Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 Spot Ch Date Range Description	Rate Rating \$900.00 0.00 Start/End Time Weekdays Length Rate Rtg Type	
2 WNYW 11/05/12-11/11/12 Fox News 5p	5р-6р МГu :30 \$900.00 0.00 <i>NM</i>	
Credited	0- 000-	# 4 000 00
15 WNYW11/05/12 11/06/12 Fox 5 News 6p Candidate Discount	6p-630p :30 NM 1	\$1,000.00
Caritilidate Discount Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 1	Rate \$1,000.00 0.00	
16 WNYW11/05/12 11/06/12 Fox 5 News 10p Rotator	M-F 10p-11p :30 NM 1	\$3,500.00
Candidate Discount Start Date Week: 11/05/12 End Date 11/11/12 Weekdays 11/05/12 11/11/12 MT Spots/Week	Rate \$3,500.00 Rating 0.00	
17 WNYW11/05/12 11/05/12 Bones	8p-9p :30 NM 1	\$7,500.00
Immediately PreemptibleStart DateEnd DateWeekdaysSpots/WeekWeek: 11/05/1211/11/12M1	Rate Rating 0.00	
19 WNYW10/31/12 10/31/12 WS NonHome 4th/6th/EOG	Various :30 NM C	\$0.00
Immediately Preemptible Start Date Week: 10/29/12	Rate Rating 6.20	
Spot Ch Date Range Description 1 WNYW 10/29/12-11/04/12 WS NonHome 4th/6th/EOG See MG 20.2,20.3,20.4,20.5	Start/End Time Weekdays Length Rate Rtg Type Various W :30 \$21,500.00 6.20 NM	
2 WNYW 10/29/12-11/04/12 WS NonHome 4th/6th/EOG See MG 20.2,20.3,20.4,20.5	VariousW :30 \$21,500.00 6.20 NM	
20 WNYW11/01/12 11/01/12 WS NonHome 4th/6th/EOG	Various :30 NM	\$56,500.00
Immediately Preemptible		. ,

Page 3 of 4 Contract Agreement Between: Print Date 11/09/12

McMahon / Senate / CT-R



WNYW 205 E. 67th Street New York, NY 10065-6050 (212) 452-5555

		Alt Order # LINDA MCMAHON		
Contract Dates 10/30/12 - 11/06/12	Product LINDA MCMAHON/SEN	Estimate #		
Advertiser	Origin	nal Date / Revision		

09/12/12

/ 11/08/12

		Spo			_
*Line Ch Start Date End Date Description	Start/End Time D	ays Length We	ek Rate Rtn	Type Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 T 1	Rate Rating 6.20				
Spot Ch Date Range Description	Start/End Time W	eekdays Length	Rate Rtg	Type	
1 WNYW 10/29/12-11/04/12 WS NonHome 4th/6th/EOG	Various	Th: :30	\$21,000.00 6.20	NM	
See MG 20.2,20.3,20.4,20.5					
2 WNYW 11/04/12-11/04/12 NFL	1-4P	St :30	\$32,500.00 4.65	NM	
→ MG for 19.2,19.1,20.1					
3 WNYW 11/04/12-11/04/12 NFL PRS PostGame	4-430P	St :30	\$6,500.00 4.65	NM	
MG for 19.2,19.1,20.1					
4 WNYW 11/05/12-11/05/12 Bones	8p-9p M-	:30	\$7,500.00 4.65	NM	
→ MG for 19.2,19.1,20.1					
5 WNYW 11/05/12-11/05/12 Mob Doctor	9p-10p M-	:30	\$10,000.00 4.65	NM	
→ MG for 19.2,19.1,20.1					
21 WNYW11/01/12 11/01/12 Thu X-Factor	8p-10p	:30		NM 1	\$0.00
Start Date End Date Weekdays Spots/Week	Rate Rating	.00			Ψ0.00
Week: 10/29/12 11/04/12 T 1	\$0.00 0.00				
22 WNYW10/31/12 10/31/12 Fox 5 News 6p	6p-630p	:30		NM 1	\$0.00
Start Date End Date Weekdays Spots/Week	Rate Rating	.50		INIVI	Ψ0.00
Week: 10/29/12 11/04/12 W 1	\$0.00 0.00				
23 WNYW11/05/12 11/05/12 Big Bang Theory	730p-8p	:30		NM 0	\$0.00
Start Date End Date Weekdays Spots/Week	Rate Rating	.30		INIVI	φυ.υυ
Week: 11/05/12 11/11/12 M 1	\$4,000.00 0.00				
Spot Ch Date Range Description	¥ 1,000100	eekdays Length	Rate Rtg	Туре	
1 WNYW 11/05/12-11/11/12 Big Bang Theory	730p-8p M-	<u> </u>	\$4.000.00 0.00		
Credited	7500000 111	.50	φ+,000.00 0.00	14101	
	500- 0-			NIM 0	# 0.00
24 WNYW11/05/12 11/05/12 Good Day 530a	530a-6a	:30		NM 0	\$0.00
Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	Rate Rating \$500.00 0.00				
Spot Ch Date Range Description	•	eekdays Length	Rate Rtg	Туре	
1 WNYW 11/05/12-11/11/12 Good Day 530a	530a-6a M-			NM	
Credited	JSUA-UA IVI-	30	φουυ.υυ 0.00	INIVI	
Orealitea					
		T	otals 18.60	51	\$200,875.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	51	\$200,875.00	\$170,743.75
Totals	51	\$200,875.00	\$170,743.75

Signature:	Date:	
9		

STANDARD CONDITIONS

1. BILLING AND PAYMENTS

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at the address on the face here of. Agency shall pay Station thereon at the address on the bill on or before the 30th day of each month tollowing that in which the base of the easence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall be ar interest at the rate of ten percent (10%) per annum. If Station in situates any legal action to collect a delinguent account then Advertiser agrees to pay Station for all cost the reof.

2. LIA BILITY FOR PAYMENTS

Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof, provided, however, notwithstanding that bills are rendered to Agency or anything else contained herein, Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station

(a) Unless otherwise specified on the face here of, either party may terminate this contract, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notice is given by Agency, termination shall not be effective until after 28 consecutive days of broadcasting hereunder. If Agency so terminates this contract, Agency shall pay Station at the earned rate for all broadcasts pursuant to this contract through the date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time: (1) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (iii) if Advertiser's or Agency's creditis, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder it on the date on which Station gives such notice of termination,

Agency had given notice of termination pursuant to Paragraph 3(a) hereoferfective at the earliest date permitted thereunder.
(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the placement of the announcements or programs hereunder; provided, however, that if any part of such announcements or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro-rata, or (II) the total which would be due to Station hereunder it on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 3 hereot. Except as expressly set for in the preceding sentence. Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, Habilities, costs or expenses of any kind or nature what soever.

If, as a result of an act of God (including, but not limited to, delay or cancellation of an event due to weather) force majeure, public emergency, labor dispute or lockout, restriction imposed by league rule, law, or governmental order, mechanical breakdown or any other similar or dissimilar cause beyond Station's reasonable control, Station talls to eshibit any or all of the announcements or programs to be eshibited hereunder, Station shall not be in breach here of but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later or programs to be estimated hereunder, station what have the ended at a reasonably satisfactory substitute date and time in which case. Agency shall continue to pay all amounts due hereunder, and firm such time is available the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and Agency shall continue to pay full charge. The toregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if the broadcast had been made in its entirety. In addition, it for any reasons what soever, including without limitation, events that are within 5 to now what soever, including without limitation, or what the state beyond Station's control or events that are within 5 to now hat soever, including without limitation, and station's control or events that are within 5 to now hat soever, including a station is control or events that are within 5 to now hat soever, including a station of the announcements or programs to be broadcast hereunder. Station's liability, if any, for such failure shall be limited to the time charges allocable to the omitted broadcast or broadca sts.

5 PREEMPTIONS

Station shall have the right to cancel any broadcast or portion there of covered by this contract in order to broadcast any program or event that, in its sole discretion, it deems to be of public interestor significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast

6 FIXED RATE PURCHASES.

Notwiths tanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission. Agency shall continue to pay the full charge (no credit or retund will be given) but Agency shall be accorded another announcement or a reasonably satts actory substitute date and time, at no additional charge therefor.

7. And EPROCECTON
Station reserves the right at any time(s) to change the rates, discounts or charges hereunder to conform to any rate card is sued after the date of this contract ("New Rate Card") provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effection the date hereof ("Current Rate Card") and turther provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the estent that commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in the form of add tonal broadcast time and not in cash) of any decrease in the aggregate sum spayable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL

All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be turnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials notices than 96 hours (exclusive of Saturdays, Sundays and holldays) in advance of broadcast. All materials turnished by Agency (I) shall not be contrary to the public interest; (ii) shall conform to the Station's then-existing program and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infinging or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

Any additional material furnished by \$ tation either at Agency's request or because \$ tation, in its sole discretion, has determined such additional material is necessary, shall be turnished at Agency's expense and shall be in addition to charges set forth on the face hereof. \$ tation's exercise of its right to retuse to broadcast any program or announcement hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this agreement, and \$ tation shall not be liable to Advertiser. If \$ tation shall fall to receive an acceptable announcement and/or program within the time provided for herein. Station may repeat any previously approved announcement and/or program savallable to Station, or, if there are none, may telecast by audio

only the name or other identification or service to be advertised hereunder.
If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days tollowing the last broadcast hereunder.

9. INDEMNIEKCATION

Agency will indeminify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys) fees and disbursements; that arise out of or result from the broadcast preparation for broadcast or contemplated broadcast of materials turnished by or on behalf of Agency or turnished by Station at Agency's request for use in connection with Agency's announcementor other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials turnished by Station. The indemnifier shall promptly notify and cooperate with the indemnifier with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. General
(a) Station will broadcast the announcements or programs covered by this contraction the dates and at the approximate hourly times provided on the face here of.
(b) if this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to devertiser except that in such case no commission will be allowed.
(c) Agency shall not a sign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter.

Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(d) Notwiths tanding any other provision of this Agreement, any specification or order for the blecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or segment il sted on the face here of shall be treated as a requestionly, and Station shall not be obligated to comply with such request. e jÄny ta ze s, whether tederal, sta te or local, including sales and use tazes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be

advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.
(1) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.

(g) This contract contains the entire understanding between parties, cannot be changed or terminated or ally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to entorce any of the provisions hereof shall not be construed as a general relinquishment or walver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mall or fax, addressed to other party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entited to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser of its product or services shall be permitted.

(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certifies that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, e finicity, na florial origin, or ances try.